

CITY OF WALNUT
AND
WALNUT CITY EMPLOYEES ASSOCIATION
CLASSIFIED UNIT
MEMORANDUM OF UNDERSTANDING

July 1, 2018– June 30, 2019

**CLASSIFIED UNIT
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I
TERM OF AGREEMENT**

This Memorandum of Understanding (MOU) is made by and between the City of Walnut (City) and the Walnut City Employees Association (WCEA) and shall be in effect from July 1, 2018, through June 30, 2019, unless otherwise indicated herein.

It is agreed that in the event this Memorandum of Understanding expires, its terms and conditions shall continue in effect until replaced by a successor agreement.

**ARTICLE II
RECOGNITION**

Pursuant to Resolution No. 4050 of the City Council of the City of Walnut and California Government Code Sections 3500-3510, the City hereby recognizes the Walnut City Employees Association as the majority representative of all non-exempt and confidential, full-time positions of the City as set forth in Appendix "A."

The recognition rights of the Walnut City Employees Association shall not be subject to challenge for a period of not less than twelve (12) months following the date of recognition or until the expiration of this MOU, whichever is later.

**ARTICLE III
BINDING ON SUCCESSORS**

This MOU shall be binding on the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected or changed in any way whatsoever by the consolidation, merger, transfer, assignment, or takeover of either party hereto.

**ARTICLE IV
SEVERABILITY**

In the event that any provision of this MOU is invalidated by any court of competent jurisdiction or legislative or regulatory enactment, this shall not invalidate the entire MOU, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE V
NONDISCRIMINATION**

Section 1. The City and WCEA shall agree that the provisions of this MOU shall be applied to employees without unlawful discrimination due to race, religion, color, sex, gender, age, nation or origin, ancestry, handicap or disability, marital status, sexual orientation, pregnancy, veterans status, age over 40 years or medical condition (as defined by the California Fair Employment and Housing Act, California Government Code Sections 12900 et seq).

Section 2. WCEA shall not discriminate in membership or representation on any basis cited in Section 1 of this Article.

ARTICLE VI
NO IMPLIED WAIVER

The failure or refusal of the City or WCEA to exercise any right, privilege, or authority under any provision of the MOU at any time shall not be construed as a present, continuing, or prospective waiver of the City's or WCEA's rights, privileges, or authority under that provision or any other provision of this MOU.

ARTICLE VII
CONCLUSION OF AGREEMENT

This agreement contains all of the covenants, stipulations, and the provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours, and other terms and conditions of employment not covered in this agreement are covered by existing ordinances, resolutions, policies, and practices of the City as well as the Personnel Rules and Regulations presently in effect. Therefore, for the term of this agreement, the City and WCEA shall not be compelled to Meet and Confer concerning any Meet and Confer issue, whether specifically Met and Conferred upon prior to the conclusion of this agreement or which may have been omitted from the Meet and Confer process which led up to the conclusion of this agreement, except by mutual agreement of the parties.

ARTICLE VIII
NO CHANGE OF BENEFITS

During the term of this MOU there shall be no change of benefits or privileges contained in existing resolutions and rules not specifically revised by the provisions of this MOU, except after compliance with applicable laws.

ARTICLE IX
MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City retains all of its powers and authority to direct, manage, and control its operation to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive right to: determine its organization; direct the work of its employees; assign work not expressly covered by job description; determine the times and hours of operation; determine normal working hours and to schedule shifts accordingly; determine the kinds and level of service to be provided and the methods of providing them; establish its policies, goals and objectives; make technological improvements; determine staffing patterns; determine the number and kind of personnel required; maintain the efficiency of City operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work in accordance with the law; determine the procedures and standards of selection for employment and promotions; establish and enforce dress and grooming standards; determine style and/or types of City-issued wearing apparel, equipment, or technology to be used; modify performance programs and standards; determine the manner in which compliance with the Americans With Disabilities Act will be accomplished; establish employee performance standards, including

quality and quantity standards; require compliance and take any action necessary to meet conditions of any emergency nature, provided that WCEA shall be afforded the opportunity to Meet and Confer concerning the impact of any such action if inconsistent with this MOU.

Section 2. Said Meet and Confer shall commence within ten calendar days of the City's receipt of a written WCEA demand to commence the Meet and Confer process.

Section 3. The City retains the right to hire, classify, assign, evaluate, promote, terminate, transfer, and discipline employees for just cause.

ARTICLE X **WCEA RIGHTS**

Section 1. Employee Rights. The City shall not discriminate against an employee for exercising any rights or benefits provided in this MOU.

Section 2. Payroll Deduction. The City shall make payroll deductions of WCEA dues in accordance with appropriate written authorizations provided by individual employees.

Section 3. Use of Bulletin Boards. Space shall be made available to WCEA on existing departmental bulletin boards. Notices shall be dated and signed by the authorized representatives of WCEA responsible for their issuance.

Section 4. Use of City Facilities. With advance approval of the City, WCEA may hold meetings of its members and employees on City premises during non-working hours.

Section 5. Release Time for Meetings. WCEA and its members shall be allowed paid release time for the following WCEA meetings:

- A. One hour per Board Member per month for WCEA Board Meetings
- B. One hour per employee per year to attend the annual WCEA membership meeting
- C. One hour per employee to attend MOU ratification meetings.

Section 6. Provisions of State and Federal Laws. Any and all rights afforded WCEA and its members by applicable state and federal laws not specifically described in this Article shall be included and considered as WCEA rights.

Section 7. Release Time for Meet and Confer. Up to three (3) employees may be granted paid release time for Meet and Confer sessions with the City representative(s).

ARTICLE XI **SAFETY**

Section 1. Recognizing that a safe work environment is of substantial benefit to both the City and its employees, the City and WCEA agree as follows:

- A. No employee shall be required to work under conditions dangerous to the employee's health and safety.
- B. The City shall make every reasonable effort to provide and maintain a safe and healthful workplace. WCEA shall urge all employees to perform their work in a safe and healthful manner. Employees shall be alert to unsafe practices, equipment, or conditions and shall report them to supervisor. All employees shall follow safe and healthful work practices and obey safety rules.

ARTICLE XII

NO STRIKES/LOCKOUTS

Section 1. WCEA and its members will not cause, sanction, or partake in any strike (whether sit-down, stay-in, sympathetic, general, or any other kind) walkout, picketing, stoppage of work, retarding of work or boycott (whether primary or secondary in nature), or any other interference with the operation and conduct of the City's business.

It is specifically understood and agreed that the City, during the first working day, or any part thereof, of the activity prohibited by this provision, shall have the right to impose reasonable discipline short of suspension, demotion, or dismissal against individuals participating in such activity.

However, after the first working day, or any part thereof, of the prohibited activity, and if such activity recurs during the term of the MOU, the City shall have the right to dismiss any employee participating therein, which dismissal shall be considered a disciplinary discharge for just cause. Such dismissal shall be subject to disciplinary procedures as set forth in the MOU or applicable policy.

Failure or refusal by WCEA's officers, agents, or any other representative to comply with the terms set forth herein shall constitute leading and instigating a violation of these provisions. Therefore, in the event that any of the occurrences prohibited by this provision take place, WCEA shall immediately and publicly disavow such action as unauthorized and will use all reasonable means within its power to stop such action at the earliest possible time, and will not honor any picket line set up under such circumstances.

Section 2. The City agrees that there shall be no lockout of employees during the term of the MOU.

ARTICLE XIII

SALARIES

Section 1. Effective January 1, 2009, all bargaining unit employees shall receive a CPI salary increase of at least 3.5%, not to exceed 4.5%, based on movement in the CPI for Los Angeles/Riverside/Orange County from October 2007 through October 2008.

Section 2. Effective July 1, 2014, all bargaining unit employees shall receive a Cost-of-Living Adjustment of 5.0%.

Section 3. Effective July 1, 2015, all bargaining unit employees shall receive a Cost-of-Living Adjustment of 2.0%.

Section 4. Effective July 1, 2016, all bargaining unit employees shall receive a Cost-of-Living Adjustment of 3.0%.

Section 5. Effective July 1, 2017, all bargaining unit employees shall receive a Cost-of-Living Adjustment of 3.0%.

Section 6. Effective July 1, 2018, all bargaining unit employees shall receive a Cost-of-Living Adjustment of 6.0%.

ARTICLE XIV VACATION ACCUMULATION

Section 1. The cap on the maximum number of vacation hours a unit employee may accumulate shall be increased from 250 hours to 300 hours effective July 1, 2002. No further accruals will be allowed with vacation balances at 300 hours.

Section 2. Each full-time classified employee has the option on an annual basis to cash out up to 40 hours of vacation time at the employee's current rate of pay. To be eligible for the cash-out option, employees must have used at least 80 hours of vacation time within the preceding calendar year, and must have a balance of 160 vacation hours after the cash out.

Section 3. Effective July 1, 2014, to be eligible for the annual vacation cash-out option, employees must have used at least 40 hours of vacation time within the preceding calendar year, and must have a balance of 160 vacation hours after the cash out.

Any or all of the cash-out will be paid, upon written request of the employee, once a year at the employee's current wage at the time of payment. Said payment is to be made on the first day of February, or at such time as the City Manager may determine at his/her absolute discretion as appropriate.

ARTICLE XV LONG-TERM DISABILITY INSURANCE

Section 1. Effective May 1, 1997, the City will amend the Long-Term Disability Insurance coverage for unit employees to provide a benefit level of 66 2/3% of base salary in the event of a disability after a 60 calendar day elimination period. All other conditions and benefits under the existing Long-Term Disability Insurance shall remain the same.

ARTICLE XVI MOVE-UP PAY PROVISION

Section 1. In the event unit employees are temporarily assigned to work in a higher classification or assigned work or additional duties of a level higher than the employee's existing assignment as described in the employee's job description, said employee or employees shall be paid not less than 10% above the employee's current rate of pay.

Section 2. To qualify for move-up pay, the employee must be assigned to the higher classification or higher duties for 30 calendar days. Upon completion of the 30 calendar days in the move-up assignment, affected employees shall be paid the move-up benefit retroactive to the first day of said move-up assignment.

Section 3. Move-up shall be employed in the event of added duties due to vacancies resulting from terminations, retirements, disabilities, and/or leaves of absence.

ARTICLE XVII
SUBSTANCE ABUSE POLICY

The City and WCEA are mutually committed to maintaining a drug and alcohol free workplace. To that end, the parties agree as follows:

As part of providing a drug free, safe work environment, the City has a drug-free workplace policy as well as a substance abuse program that will assist the employees who have identified they have a substance abuse problem.

Once an employee has notified the City or the City has determined an individual is in need of assistance, the following procedures will be followed:

1. The City will work with the employee and their insurance carrier to get the individual enrolled into a rehabilitation program.
2. A Last Chance Agreement outlining the conditions that must be met for continued employment may be offered.
3. No employee shall be discharged for a substance abuse problem provided that they successfully complete the rehabilitation program and provide sufficient documentation as well as adhere to the Last Chance Agreement.
4. An employee who is enrolled in a substance abuse treatment program will be permitted to use all their accrued leave to compensate for loss of time from work while in rehabilitation.

ARTICLE XVIII
REDUCTION-IN-FORCE/LAYOFF POLICY

Section 1. The City and WCEA agree to the Reduction-In-Force/Layoff Policy as described in Section 57 of the Personnel Rules and Regulations.

ARTICLE XIX
TERMINATION APPEALS

Section 1. It is agreed that the Third Party Advisory Process for terminations as described in Appendix B shall be incorporated into the City's disciplinary appeals process.

ARTICLE XX
SICK LEAVE UTILIZATION

Section 1. The City agrees to eliminate all language related to disciplining employees for sick leave usage based solely on the number of hours used as described in Section 50 of the Personnel Rules and Regulations.

Section 2. All other existing rules and regulations relating to sick leave shall apply to the use of this benefit.

ARTICLE XXI
FLOATING HOLIDAY HOURS

Section 1. Effective July 1, 2005, City agrees to increase Floating Holiday Hours from 18 hours per year to 20 hours per year.

Section 2. All other existing rules and regulations relating to floating holiday hours shall apply to the use of this benefit.

ARTICLE XXII
SUGGESTION BOX

Section 1. Effective July 1, 1999, City agrees to implement a Suggestion Box to receive anonymous suggestions from City employees.

ARTICLE XXIII
RETIREMENT

Section 1. Effective July 1, 1999, the City will amend the City's contract with the Public Employee Retirement System (PERS) from three highest year's average to single highest year calculation.

Section 2. Effective July 1, 1999, the City will amend the contract with PERS to increase the contribution from 2% @ 60 years to 2% @ 55 years.

Section 3. It is agreed to reopen CalPERS retirement benefits in year two (July 1, 2009 through June 30, 2010) for the purpose of discussing improvements in retirement.

Section 4. Effective July 1, 2008 the City will add Pre-retirement Option Settlement 2 Death Benefits.

Section 5. Effective February 11, 2012 the City will add Two Years Additional Service Credit Section 20903 to the City's CalPERS contract to include the following positions:

Deputy City Clerk
Secretary to the City Council
(1) Maintenance Worker II

Section 6. Effective July 1, 2018 all CalPERS Classic Members will contribute 2% towards the Employer Paid Member Contribution (EPMC).

ARTICLE XXIV
1959 SURVIVORS BENEFIT

Section 1. Effective July 1, 1998, the City will adopt the 1959 Survivors Benefit Level IV (Section 21382.5) for all bargaining unit employees.

Section 2. Effective July 1, 2002, the City will pay the employee's \$2 monthly premium for 1959 Survivors Benefit Level IV for all bargaining unit employees.

ARTICLE XXV
EMPLOYEE EVALUATIONS

Section 1. Effective July 1, 2000, City will amend Personnel Rules and Regulations to include a policy that does not permit any items three years or older to be allowed in performance evaluations.

ARTICLE XXVI
EMPLOYER CONTRIBUTION TOWARD INSURANCES

Section 1. Effective July 1, 2008 the employer shall increase the maximum contribution for unit employees' insurance from \$700 to \$950 per employee per month.

Section 2. Effective July 2, 2005, City agrees to increase the maximum amount of excess insurance allocation that can be applied to an individual employee's Deferred Compensation from \$400 per month to all excess monies per month.

Section 3. City will amend Personnel Rules and Regulations to only allow allocation in \$10 increments.

Section 4. Effective July 1, 2002, all bargaining unit employees may pay premiums for supplemental insurance under the Section 125 Cafeteria Plan from excess insurance funds.

Section 5. City will amend Personnel Rules & Regulations Section 6.C to reflect the changes in Section 2 to all excess monies.

Section 6. Personnel Rule Section 6.C shall be amended to reflect "*including those who opt-out of the City's health insurance*" with reference to the option to place excess benefit monies in deferred compensation. This section pertains to full-time employees only.

Section 7. Effective September 1, 2010, classified employees will have the option to cash out all excess monies from their fringe benefit package during open enrollment.

Section 8. Effective July 1, 2011 classified staff will have a bi-annual option to cash out all excess monies from their fringe benefit package effective the first pay period ending in August.

Classified staff must notify Human Resources one month prior to the first pay period ending in August via written request of intent to participate in the second cash-out option.

Section 9. Effective July 1, 2012 on the first day of the first pay period, the employer shall increase the monthly contribution for classified, management, and executive employees' insurance by \$100 per month.

Section 10. Effective July 1, 2013 on the first day of the first pay period, the employer shall increase the monthly contribution for classified, management, and executive employees' insurance by \$75 per month.

ARTICLE XXVII
LONGEVITY PAY

Section 1. Effective July 1, 1999, City agrees to amend Section 11 of the Personnel Rules and Regulations to add 20 year tier @ a biweekly rate of \$65 per payday.

Section 2. Effective July 1, 2008, City agrees to increase Longevity Pay based on the following:

6 years of service-----\$40 bi-weekly
9 years of service-----\$50 bi-weekly
14 years of service--- \$70 bi-weekly
20 years of service--- \$85 bi-weekly

ARTICLE XXVIII
SECTION 125 PROGRAM

Section 1. It is agreed that the City shall make available to all bargaining unit employees a Section 125 Cafeteria Program. Participation in the Section 125 Program shall be voluntary to employees. The City will select a program administrator, and any fees for participation in the program charged by the administrator shall be the sole responsibility of participating employees.

ARTICLE XXIX
PERSONNEL RULE SECTION 5.A

Section 1. The City shall amend Personnel Rules Section 5.A to reflect an increase in mileage reimbursement to the IRS maximum.

ARTICLE XXX
PERSONNEL RULE SECTION 6.A

Section 1. The City shall amend Personnel Rules Section 6.A to add Domestic Partner language relative to the Cafeteria Plan and insurance coverages where permitted by vendors.

ARTICLE XXXI
PERSONNEL RULE SECTION 15.F

Section 1. The City shall amend Personnel Rules Section 15.F regarding overtime assignments. Overtime will be assigned on a rotational basis via a sign up sheet in each department. Employees wishing to work overtime will be placed on the list in order of seniority based on total length of service within the department. Scheduled overtime will be assigned, whenever practical, from the appropriate department's list. The person next in line will be offered the work. If that person refuses the overtime offer, he/she goes to the bottom of the list and will not be offered overtime until a full rotation of the list has occurred. If the person at the top of the list performs the overtime he/she also goes to the bottom of the list. If no one signs up, the Department Head has the right to assign whomever he/she chooses.

Section 2. The City shall amend Personnel Rules Section 15.F to state that overtime may be paid for or taken as compensatory time at the option of the employee.

Section 3. The City shall amend Personnel Rules Section 15.H to state that any full-time employee, other than an Administrative/Executive employee, who is required to work on an observed holiday beyond the regular 40-hour work period, shall be entitled to pay at the rate of two (2) times the regular rate of pay. For the purposes of this article, hours worked, shall include any time on paid leave.

ARTICLE XXXII
PERSONNEL RULE SECTION 21

Section 1. The City shall amend Personnel Rules and Regulations Section 21 regarding bereavement leave. When the circumstances are such and the City Manager determines that conditions warrant, three (3) days of paid bereavement leave may be granted in the event of death of a relative of a full-time employee. "Relative" is defined as a spouse, domestic partner, parents, children, stepchildren, brothers, sisters, grandparents, grandchildren, half-brothers, half-sisters, aunts, uncles, or any other individual related by blood or marriage, or other individuals under special circumstances approved by the City Manager. The City Manager has the authority to grant additional paid bereavement time per Section 23 of the Personnel Rules and Regulations.

ARTICLE XXXIII
PERSONNEL RULE SECTION 25

Section 1. Effective July 1, 2008 the work boot allowance will be increased from \$150 to \$220 per fiscal year for full-time maintenance and code enforcement employees.

ARTICLE XXXIV
MAINTENANCE OF MEMBERSHIP CLAUSE

Section 1. Effective July 1, 2018 any employees in this unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the City during the term of this agreement; provided however that any employee in the unit may terminate such Union dues during the period of July 1 through September 1 of each year of the agreement by notifying the Union of their termination of dues in writing with a letter containing the following

information: employee name, employee number, job classification, department name, and name of the Union from which dues deductions are to be canceled. The Union will provide the City's HR department with the appropriate documentation to process these dues cancelations within a ten (10) business days after the close of the withdrawal period.

SIGNED: Suzie Gonzales DATE: 7-18-18
SUZIE GONZALES
WCEA PRESIDENT

SIGNED: [Signature] DATE: 7/18/18
ROBERT M. WISHNER
CITY MANAGER

APPENDIX A

CLASSIFIED UNIT:

RECEPTIONIST/CASHIER

CABLE PRODUCTION ASSISTANT

MAINTENANCE WORKER I

COMMUNITY DEVELOPMENT TECHNICIAN

RECREATION COORDINATOR

OFFICE ASSISTANT

ACCOUNTING ASSISTANT

MAINTENANCE WORKER II

IRRIGATION TECHNICIAN

ADMINISTRATIVE ASSISTANT

LEADWORKER

ACCOUNTING TECHNICIAN

CODE ENFORCEMENT SPECIALIST

EXECUTIVE ASSISTANT

DEPUTY CITY CLERK

FOREMAN